

Policy Wording : **Commercial Vehicles Comprehensive, Motor Fleet**

Subject to Statutory/Market approval

## **DATE RECOGNITION CLAUSE NO. 8:**

### **Section 1 - Loss or Damage**

Section 1 - Loss or Damage - is hereby deleted and is replaced by the following :

The Company will indemnify the Insured against loss or damage to the Motor Vehicle and/or its accessories whilst thereon by:

- a) accidental external means.
- b) fire, external explosion, self-ignition, lightning or frost.
- c) burglary, housebreaking or theft
- d) malicious act,
- e) riot or strike
- f) flood, hurricane, cyclone or typhoon
- g) earthquake, volcanic eruption or other convulsion of nature, and
- h) whilst in transit by air, road, rail, inland waterway, lift or elevator.

The Company shall not be liable to make any payment under Section 1 of this Policy in respect of

- a) consequential loss, loss of use, depreciation, wear, tear, mechanical or electrical or electronic breakdowns, failures or breakages, or equipment or computer malfunction.
- b) failure or inability of any equipment or any computer program to recognise, interpret or process correctly any date as the true or correct date or to continue to function correctly beyond that date.
- c) damage caused by overloading or strain or by explosion of the boiler of the Motor Vehicle nor for loss of or damage to accessories by burglary housebreaking or theft unless such Motor Vehicle is stolen at the same time,
- d) damage to tyres and battery unless the Motor Vehicle is damaged at the same time, when the liability of the Company is limited to 50 per cent of the cost of replacement.

In the event of the Motor Vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairers and of re-delivery to the Insured, but not exceeding in all Rs. 1,000 in respect of any one accident.

The Insured may authorise the repair of the Motor Vehicle necessitated by damage for which the Company may be liable under this Policy provided that:

- a) the estimated cost of such repair does not exceed Rs. 1,000.
- b) the Company is furnished forthwith with a detailed estimate of the cost, and
- c) the Insured shall give the Company every assistance to ensure that such repair is necessary and the charge is reasonable.

*Note: The existing Policy refers to Rs. 500 and Rs. 750 rather than the Rs. 1,000 inserted twice above should the opportunity be taken to revise this figure to an appropriate amount?*